



Ministry  
of Defence

Secretariat  
Defence Infrastructure Organisation  
Kingston Road  
Sutton Coldfield  
B75 7RL

E-mail: diosec-parli@mod.gov.uk  
www.gov.uk/DIO

[REDACTED]  
[REDACTED]  
16 April 2019

Ref. FOI 2019/02143

De: [REDACTED]

Thank you for your email of 17 February 2019 requesting the following information:

*"I am very interested in the current usage of land at the MOD base Lyneham. There is now a large solar plant on the land and I would like to request some information on the plant.*

- 1. When was the decision made to use this land for this solar plant, which meeting minutes or person made this decision and when?*
- 2. Who is the land rented to for this solar plant?*
- 3. How much is the land being rented for?*
- 4. Could I please have the contract between the MOD or government, and the company that is running the solar plant?"*

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that some information in scope of your request is held, but that some of the held information falls entirely within the scope of the absolute exemptions provided for at sections 40 (Personal Data), and qualified exemptions provided for at sections 43 (Commercially Sensitive) of the FOIA, and has therefore been redacted.

Please find below the information you requested:

- 1. When was the decision made to use this land for this solar plant, which meeting minutes or person made this decision and when?*

This information is not held. Under Section 16 of the Act (Advice and Assistance) you may find it helpful to note whilst we hold no recorded information in relation to this question, the use of MOD land at Lyneham for a solar plant was given by the previous Chief Executive of the Defence Infrastructure Organisation, Richard McCarthy, in January 2015.

- 2. Who is the land rented to for this solar plant?*

The land is let to Bradenstoke Solar Park Ltd.

*3. How much is the land being rented for?*

This information has been withheld under Section 43 (Commercially Sensitive) of the FOI Act. Section 43 (Commercially Sensitive) is a qualified exemption and is subject to a public interest testing which means that the information requested can only be withheld if the public interest in doing so outweighs the public interest in disclosure. A public interest test has been conducted to determine whether release of this information is satisfactory, and I am satisfied in this case that the balance of the public interest lies in withholding the information given that there is a covenant in the lease specifically preventing "confidential information" being divulged which includes the rental amount.

*4. Could I please have the contract between the MOD or government, and the company that is running the solar plant?*

A copy of the contract can be found at Annex A. Section 43 (Commercially Sensitive) of the FOIA has been applied to some of the information parts of the lease, as this information is considered commercially confidential and there is a covenant in the lease specifically preventing "confidential information" being divulged. Furthermore Section 40(2) has been applied to some of the information in order to protect personal information as governed by the General Data Protection Regulation and Data Protection Act 2018. Section 40 is an absolute exemption and there is therefore no requirement to consider the public interest in making a decision to withhold the information.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail [CIO-FOI-IR@mod.gov.uk](mailto:CIO-FOI-IR@mod.gov.uk)). Please note that any request for an internal review should be made in writing within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

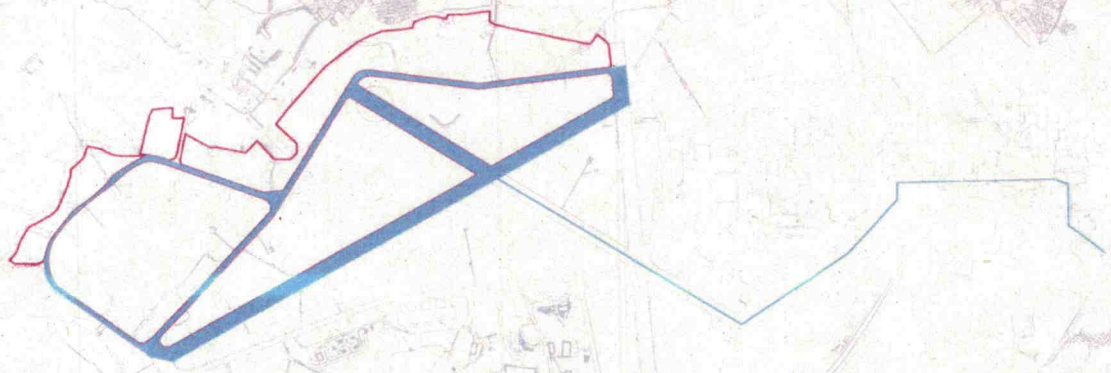
Yours sincerely,

DIO Secretariat

Notes: Unless otherwise stated, the user of this map is advised to check the accuracy of the data before use. The user of this map is advised to check the accuracy of the data before use. The user of this map is advised to check the accuracy of the data before use.



SEAL  
No 32110



Rev	Date	Revision	Designer	DCR No. (if applicable)	File
01	27/01/15	Route slightly altered	LW		OSM Access Routes
02	28/01/15	Final tagging complete	LW		

**British Renewables**

Highway 101, Park Road, London, UK

Telephone: 020 7222 1227

1227-0201-06

SEAL 32110

Notes: Utmost care has been taken in the preparation of this map. The Engineer is not responsible for any errors or omissions or for any consequences arising therefrom. The Engineer is not responsible for any errors or omissions or for any consequences arising therefrom. The Engineer is not responsible for any errors or omissions or for any consequences arising therefrom.



- Lease Boundary Areas:**
- Zone 1 - 9.73 acres
  - Zone 2 - 4.02 acres
  - Zone 3 - 60.27 acres
  - Zone 4 - 58.85 acres
  - Zone 5 - 49.26 acres
  - Zone 6 - 30.96 acres

Rev	Date	Description	Author
02	16/01/15	Issue for public comment	MB
03	19/01/15	Final map issued	LW
04	28/01/15	Final map reviewed and approved	LW

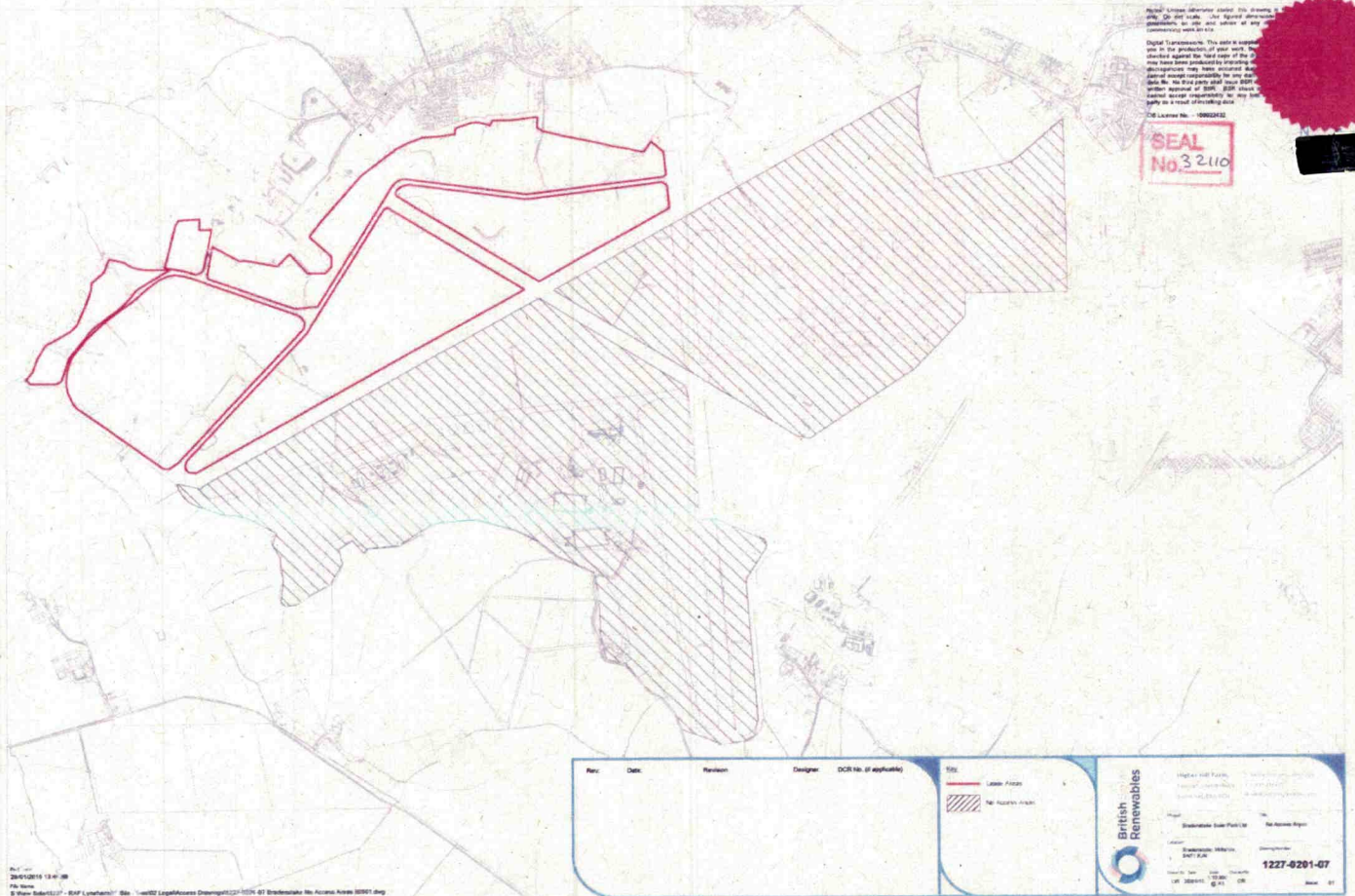
Map on A4 (1/25000) 1:10000

Map on A3 (1/10000) 1:10000

**British Renewables**

1227-0200-01

Revision: 28/01/2015 13:33:23  
File Name: R:\New Sales\1227 - RNF Lynton\GIS Site Plans\GIS Legal\Utilities & Boundary Drawings\1227-0200-01 Borehamkirk Lease Boundary Drawing B001.dwg



Physical: Unles otherwise stated, this drawing is the property of the Architect and shall remain confidential, in the case of any commercial use of the drawing.

Digital Transmission: This plan is supplied as a PDF file. It is the responsibility of the user to ensure that the plan is printed at the correct scale and that the correct fonts are used. The user shall be responsible for any and all errors and omissions in the plan. The user shall be responsible for any and all errors and omissions in the plan. The user shall be responsible for any and all errors and omissions in the plan.

SEAL  
No. 3 2110

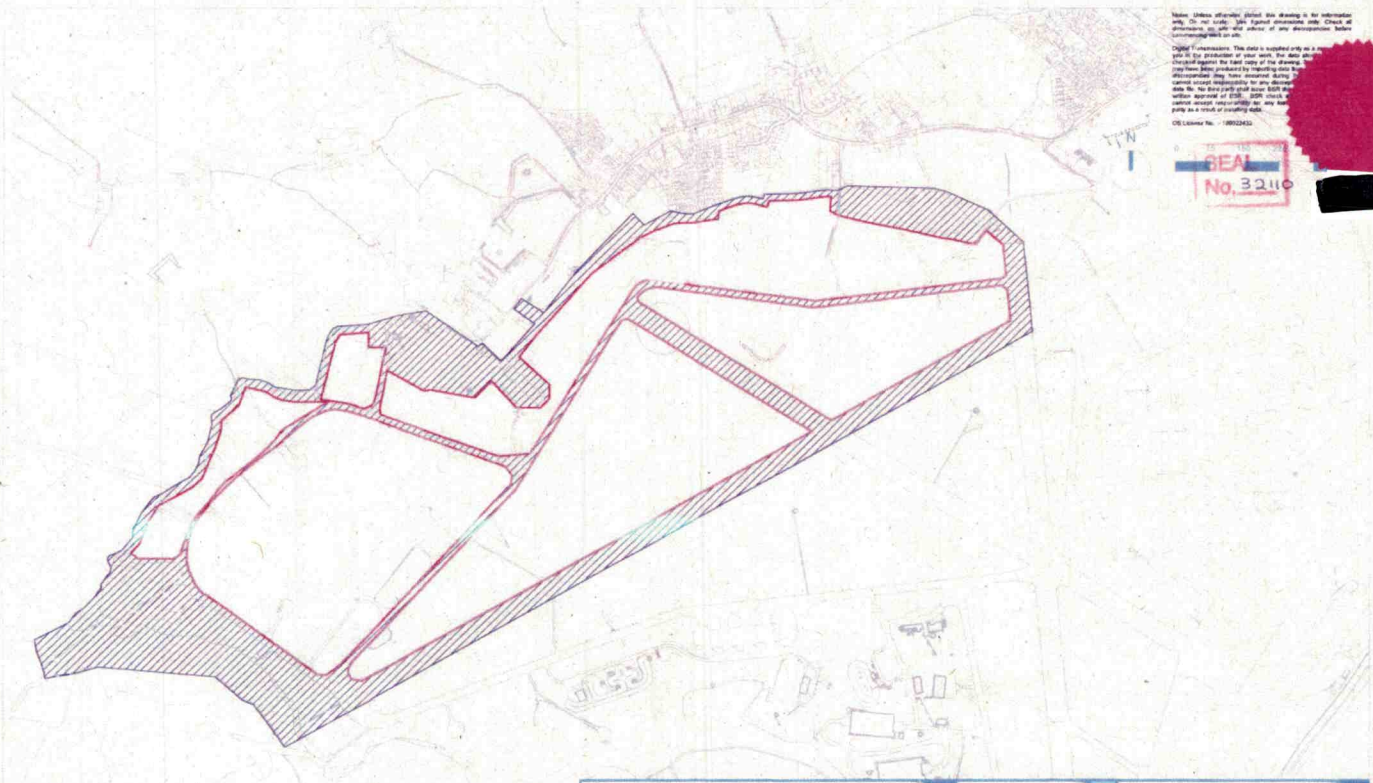


File Name: 1227-0201-07.dwg  
 © 2007 British Renewables Ltd. All Rights Reserved. This drawing is the property of British Renewables Ltd. and shall remain confidential.

Name:	Date:	Revision:	Designer:	DCS No. (if applicable):

<p>Legend</p> <p>Red Line: Lease Footprint</p> <p>Hatched Area: 10m Exclusion Zone</p>	<p>British Renewables</p> <p>Highway Hill Farm, ...</p> <p>1227-0201-07</p>
--	---



Notes: Unless otherwise stated this drawing is for information only. It is not a contract. It is subject to the conditions of sale of the drawings. It is not to be used for any other purpose without the written consent of the author. It is not to be used for any other purpose without the written consent of the author. It is not to be used for any other purpose without the written consent of the author.

SEAL  
No. 32110



File No: 2019/0015-1402/1  
 Date: 21/12/27 - RHP Lyneholme 105 Site Plan(02) Loughborough 1, Bourneby  
 Drawing: 1227-0200-25 Boiler House Adjacent Land Plan 0001.dwg

Rev	Date	Revision	Originator

1227-0200-25

Boiler House Adjacent Land Plan 0001.dwg

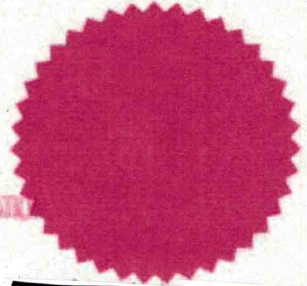
**British Renewables**

1227-0200-25

- 4.3 If the Landlord elects to Capitalise, it shall pay the Tenant's reasonable and proper costs incurred in connection with the Capitalisation.
- 4.4 The Tenant shall do all things reasonably necessary to assist in giving effect to any Capitalisation.

SEAL  
No. 32110

The corporate seal of the  
**SECRETARY OF STATE FOR DEFENCE**  
 hereunto affixed is hereby authenticated by: )  
 )  
 )



Authorised by the Secretary of State  
 INFRASTRUCTURE ORGANISATION  
 KINGSTON UPON AVON  
 SUTTON COLDFIELD  
 WEST MIDLANDS  
 B75 7RL



Executed as a deed by **BRADENSTOKE**  
**SOLAR PARK LIMITED** acting by a director  
 in the presence of: )  
 )  
 )

Witness signature

Witness name

Witness address

- (B) enters into any sub-participation with the Landlord in respect of, or
- (C) enters into any other agreement or arrangement with the Landlord having an economic effect substantially similar to a sub-participation,

the Community Benefit Payment (including without limitation any securitisation or repackaging arrangement).

## 2. **Payment**

- 2.1 The Tenant agrees to make a Community Benefit Payment during each Payment Year.
- 2.2 The Tenant shall notify the Landlord of the level of the installed capacity of the Development from time to time upon request.
- 2.3 A Community Benefit Payment will be made:
  - (A) directly to the Landlord (or to solicitors acting on behalf of the Landlord and who shall be instructed to hold that sum in an interest bearing client account to the order of the Landlord, pending disbursement for the purposes specified in this Schedule); or
  - (B) directly to one or more third parties, which may include, without limitation, local governmental agencies, charities, social enterprises or non-governmental organisations that are engaged in Approved Community Purposes, the identity of such third parties to be notified by the Landlord to the Tenant from time to time.
- 2.4 The Community Benefit Payment in respect of each Payment Year will (unless already paid pursuant to paragraph 2.3(B)) be payable within 14 days of the service by the Landlord of a Community Benefit Payment Notice on the Tenant, the first such Community Benefit Payment Notice to be served not earlier than the date on which the Development is completed and commissioned.
- 2.5 No Community Benefit Payment Notice may be served after the Development has been decommissioned or permanently ceases to operate.

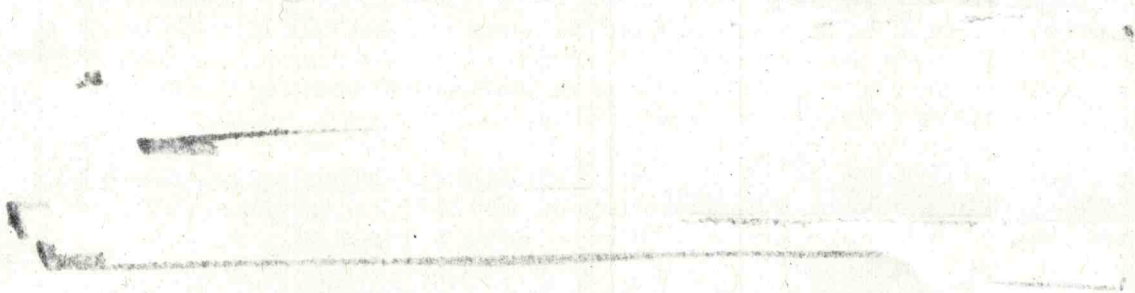
## 3. **Approved Community Purposes**

- 3.1 Any monies received by or on behalf of the Landlord by way of Community Benefit Payment will be distributed by or on behalf of the Landlord, directly or indirectly, for Approved Community Purposes.

## 4. **Right to Capitalise**

- 4.1 The Landlord reserves the right at any time, without consulting with or obtaining consent from the Tenant, to Capitalise the Community Benefit Payments at any time during the period in which the Community Benefit Payments are due in order to create a larger capital sum.
- 4.2 No transfer by the Landlord (or by any transferee of the Landlord) of its rights to the Community Benefit Payment shall require the Tenant to make any greater payments by way of Community Benefit Payment or to grant to any person any more extensive rights than those required to be made or granted under this Schedule.





**SCHEDULE 4 : COMMUNITY BENEFIT PAYMENT**

1. **Interpretation**

1.1 In this schedule:

"Approved Community Purpose" means a project or activity (including by way of education or making micro-loans, grants or donations) with the aim of:

- (A) alleviating fuel poverty; or
- (B) developing community scale and micro renewable energy generation assets; or
- (C) reducing greenhouse gas emissions; or
- (D) advancing efficiency in the use of natural resources; or
- (E) protecting or enhancing the natural environment; or
- (F) protecting or enhancing biodiversity; or
- (G) promoting environmental sustainability; or
- (H) such other purposes in the interest of the community as may be agreed by the parties;

"Capitalise" means to enter into a CBP Purchase Transaction with a bank or financial institution or a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets to convert the annual Community Benefit Payment income (whether or not in conjunction with any other payments received from any other sources) into a capital sum, to be used for an Approved Community Purpose in the manner described in this Schedule, and "Capitalisation" shall be construed accordingly;

"Community Benefit Payment"

[REDACTED]

"Community Benefit Payment Multiple"

[REDACTED]

"Community Benefit Payment Notice" means a notice informing the Tenant that the Community Benefit Payment is due, provided that no more than one Community Benefit Payment Notice may be served in any one Payment Year;

"CBP Purchase Transaction" means, in relation to a person, a transaction where such person:

- (A) purchases from the Landlord by way of assignment or transfer, or

Completion and the parties shall provide such assistance in relation to any requisitions as one party may reasonably require of the other.

- 6.7 If there is any extant guarantee in respect of the obligations on the part of the Tenant contained in this Lease, the Tenant shall procure that such guarantor executes the relevant Surrender and (if applicable) Supplemental Lease.

7. **Title**

- 7.1 Each Surrender and Supplemental Lease shall be subject to and with the benefit of the following:

- (B) the entries appearing in the Property and Charges Registers of the relevant title number as at the date of service of the Surrender Notice other than any financial charges; and
- (C) all Local Land Charges, whether or not registered before, on or after the date of this Lease, and all matters capable of registration as Local Land Charges; and
- (D) all notices served and orders, demands, proposals or requirements made by any local or public authority or any body acting on statutory authority, whether before, on or after the date of this Lease; and
- (E) all actual or proposed charges, notices, orders, restrictions, agreements, conditions or other matters arising under the Act or highways legislation.

- (B) the reasonable costs incurred by the Tenant in obtaining any planning permission required in connection with the relocation of Equipment from the Surrender Premises and/or the use of the Replacement Premises for the purposes of the Development;
- (C) loss of revenue during such period as it is necessary to shut down the whole or any part of the Development in order to carry out the relocation of Equipment and the commissioning of Equipment upon the Replacement Premises, not to exceed such revenue as would reasonably be expected to be obtainable having regard to market and weather conditions;
- (D) the diminution in value of the Tenant's interest as a result of the loss of any Accreditation or CfD Award in respect of the Surrender Premises, credit being given for any Accreditation or CfD Award obtainable in respect of the Replacement Premises;
- (E) the diminution in value of the Tenant's interest as a result of the loss of any Accreditation or CfD Award in respect of the Retained Premises as a result of the Surrender, credit being given for any alternative Accreditation or CfD Award obtainable in respect of the Retained Premises whether alone or in conjunction with the Replacement Premises.

5.2 The Landlord shall be entitled to discharge its obligations pursuant to paragraph 5.1 by monetary payment or (if the Landlord so elects) by offering a rent reduction or increased Replacement Premises or such combination of measures as the Landlord may reasonably determine and the Tenant may approve (acting reasonably).

5.3 The parties shall act in good faith in connection with the calculation of any payment due under this Schedule and shall take reasonable steps to minimise any loss of revenue to the Tenant or diminution of value of the Tenant's interest.

## 6. **Completion of Surrender**

6.1 If a valid Surrender Notice is served, the following provisions of this paragraph 6 shall apply, but not otherwise.

6.2 Completion of the Surrender and (unless the Tenant has given notice under paragraph 3.3) the Supplemental Lease shall take place on the Completion Date at the offices of the Landlord's solicitors or at such other place as they may reasonably require.

6.3 The Tenant shall give the Landlord vacant possession of the Surrender Premises on completion together with evidence satisfactory to the Landlord of the release of any financial charge affecting the Surrender Premises or in the case of any floating charge, non-crystallisation as at the Date of Actual Completion.

6.4 (Unless the Tenant has given notice under paragraph 3.3) the Landlord shall give the Tenant vacant possession of the Replacement Premises on completion together with evidence satisfactory to the Tenant of the consent of any mortgagee.

6.5 The Surrender and (if applicable) the Supplemental Lease shall be executed by the Tenant and the Landlord.

6.6 The Landlord shall apply to register the Surrender and (if applicable) the Tenant shall apply to register the Supplemental Lease at the Land Registry after the Date of Actual

- (A) the location and extent of the Premises in respect of which the Landlord requires the Tenant and the Landlord to enter into a Surrender, such premises to be defined by reference to a Surrender Plan; and
- (B) the location and extent of the Replacement Premises being offered to the Tenant and in respect of which the Landlord proposes that the Landlord and the Tenant should enter into a Supplemental Lease, such Replacement Premises to be defined by reference to a Supplemental Lease Plan; and
- (C) the Completion Date on which the Landlord requires completion of the Surrender and is offering to complete the Supplemental Lease, which date shall be no earlier than six months after the date of the Surrender Notice.

3.2 Following the service of any Surrender Notice, the Landlord shall permit the Tenant and those authorised by it and their respective consultants and contractors together with workmen, plant and equipment on reasonable prior notice and at reasonable times to have access to the relevant Replacement Premises and such other parts of the Landlord's Property adjacent to the Replacement Premises as the Tenant may reasonably require for the purposes only of carrying out site inspections, surveys, and environmental investigations and tests, which are reasonably and properly required by the Tenant.

3.3 The Tenant may elect by notice in writing not to enter into a Supplemental Lease in respect of the Replacement Premises offered under paragraph 3.1(B).

#### 4. **Rent**

4.1 The Surrender shall provide for the Basic Rent to be reduced pro rata with effect from completion of a Surrender, whereby the amount of the reduction of the Basic Rent shall bear the same proportion to the remainder of the Basic Rent as the area of the Surrender Premises shall bear to the area of the Retained Premises.

4.2 The Surrender shall provide for the Rates Supplement Benchmark to be reduced pro rata with effect from completion of a Surrender, whereby the amount of the reduction of the Rates Supplement Benchmark shall bear the same proportion to the remainder of the Rates Supplement Benchmark as the area of the Surrender Premises shall bear to the area of the Retained Premises.

4.3 The Supplemental Lease shall provide for the payment of a Principal Rent in respect of the Replacement Premises, to be calculated on the same terms as are set out in Schedule 2 of this Lease with the amount of the Basic Rent in respect of the Replacement Premises in the Payment Year in which the Supplemental Lease is completed being equal to the reduction calculated under paragraph 4.1 and the amount of Rates Supplement being calculated based on a Rates Supplement Benchmark equal to the reduction calculated under paragraph 4.2.

#### 5. **Costs and compensation for disturbance**

5.1 The Landlord shall pay to the Tenant amounts, or otherwise make compensation equivalent to:

- (A) the reasonable costs reasonably and properly incurred by the Tenant in relocating Equipment from the Surrender Premises to the Replacement Premises;

Landlord's Property to enable the location of the Replacement Premises to be identified and the plan to be annexed to the relevant Supplemental Lease.

"Surrender" means the deed of surrender of the relevant Surrender Premises from the Tenant to the Landlord which shall be in Land Registry form TP1, provide for the grant and reservation of such rights as may be applicable, document the reduced Basic Rent and reduced Rates Supplement Benchmark, document the amendment to the Principal Rent for the Payment Year in which the Surrender is completed, contain a declaration of merger and be otherwise in such form as the Landlord shall reasonably require.

"Surrender Notice" means a notice given by the Landlord to the Tenant requiring the surrender of Surrender Premises and which complies with the requirements of paragraph 2.1.

"Surrender Plan" means a plan showing the boundaries of the relevant Surrender Premises, a north point, a suitable scale and sufficient features of the Premises to enable the location of the Surrender Premises to be identified and the plan to be annexed to the relevant Surrender.

"Surrender Premises" means a part of the Premises where the following conditions are satisfied:

- (A) the extent of the part intended to be surrendered comprises not more than 15% of the area of the Premises as originally demised; and
- (B) the part which will comprise the Retained Premises will be capable of use for the Permitted Use having regard to (without limitation) the Access and the position of relevant Conducting Media.

1.2 The Standard Commercial Property Conditions (2<sup>nd</sup> edition) are incorporated into this schedule as far as they are applicable to it and are consistent with its terms.

## 2. Notification

2.1 The Landlord shall use reasonable endeavours to provide as much notice as reasonably practicable of any proposals or circumstances likely to give rise to the service of a Surrender Notice and the location and extent of the Surrender Premises.

2.2 The Landlord and the Tenant shall consult in good faith to identify the implications of the proposed Surrender, the extent of the Replacement Premises, any requirement for and the likelihood of obtaining planning permission, the timing of the relevant works and the costs and compensation likely to be due to the Tenant (including without limitation any likely loss of Accreditation and the prospect of obtaining any CfD Award or Accreditation).

2.3 Nothing in this paragraph 2 shall create any obligation on the part of the Landlord to serve a Surrender Notice, or entitle the Tenant to enter into any Surrender or Supplemental Lease.

## 3. Surrender Notice

3.1 The Landlord may require the Tenant to surrender a part of the Premises comprising Surrender Premises if required for the purposes of any development by giving written notice (the "Surrender Notice") such notice to contain or be accompanied by the following information and documentation:

### SCHEDULE 3 : LIFT AND SHIFT

#### 1. Interpretation

##### 1.1 In this schedule, unless the contrary intention appears:

"Actual Completion" means actual completion of the surrender of the relevant Permitted Part under this schedule and "Date of Actual Completion" shall be interpreted accordingly.

"Completion Date" means the completion date specified in the Surrender Notice, or if later the date upon which any necessary planning permission required in connection with the relocation of Equipment from the Surrender Premises and/or the use of the Replacement Premises for the purposes of the Development is obtained.

"Guarantee" means any covenant by way of guarantee or indemnity given by any guarantor of the Tenant in relation to the Tenant's covenants and which benefits the Landlord.

"Independent Surveyor" means an independent surveyor appointed pursuant to clause 5.4 in relation to the determination of disputes under this schedule.

"Replacement Premises" means a part of the Landlord's Property of equivalent area to the Surrender Premises being capable of equivalent use for the Permitted Use having regard to (without limitation) the Access and the position of relevant Conducting Media.

"Retained Premises" means the part of the Premises which will continue to be vested in the Tenant pursuant to this Lease following Actual Completion of a surrender, ignoring any Replacement Premises.

"Revised Rent" means the Basic Rent to be payable from the Completion Date in respect of the Retained Premises to be calculated pursuant to the methodology set out in paragraph 4.

"Supplemental Lease" means a lease of the relevant Replacement Premises, such lease to be:

- (A) supplemental to this Lease, incorporating by reference the provisions of this Lease (excluding this schedule); and
- (B) on terms whereby the Basic Rent payable under the Supplemental Lease shall be equal to the reduction of the Basic Rent payable under this Lease as calculated pursuant to paragraph 4.1; and
- (C) on terms whereby the Rates Supplement Benchmark under the Supplemental Lease shall be equal to the reduction of the Rates Supplement Benchmark due under this Lease as calculated pursuant to paragraph 4.2; and
- (D) on terms whereby neither this Lease nor the Supplemental Lease may be assigned or charged without simultaneously assigning or charging the other.

"Supplemental Lease Plan" means a plan showing the boundaries of the relevant Replacement Premises, a north point, a suitable scale and sufficient features of the

4.4 If the Landlord so requires, the Landlord and the Tenant shall sign a rent review memorandum recording the Principal Rent and Rates Supplement payable on and from any Review Date and setting out the basis of the calculation and each party shall be responsible for its own costs in connection therewith.

5. **Disputes**

5.1 In the event of any dispute concerning the amount of Principal Rent paid or payable to the Landlord, such dispute shall be determined by a member of the Institute of Chartered Accountants in England and Wales agreed upon by the parties or (in default of such agreement) appointed by the President of such Institute ("the President") on the application of the Landlord or the Tenant ("the Expert") and who shall act as an expert and not as an arbitrator and whose decision shall be binding on both parties.

5.2 If the Expert dies or becomes unwilling or incapable of acting or does not deliver the decision within a reasonable time then:

(A) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

(B) this paragraph shall apply in relation to the new Expert as if her were the first Expert appointed.

5.3 The Expert's written decision on the matters referred to him shall be final and binding on the parties in the absence of manifest error or fraud.

5.4 Each party shall pay its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at this determination (including any fees and costs of any advisors appointed by the Expert) shall be borne by the parties equally or in such other proportion as the Expert shall direct.

5.5 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.



- 3.2 Upon the notification of any CfD, the Tenant shall inform the Landlord as soon as reasonably practicable and shall confirm the date of the notification, the relevant CfD Rent Area and the CfD Price for the purpose of ascertaining the CfD Rent Multiple and any CfD Rent.
- 3.3 For each CfD notified:
- (A) if the CfD Rent Multiple is equal to or less than the Minimum Rent then there shall be no recalculation of the non-ROC Rent;
  - (B) if the CfD Rent Multiple is greater than the Minimum Rent:
    - (1) CfD Rent shall be applicable in respect of the relevant CfD Rent Area(s); and
    - (2) the non-ROC Rent shall be recalculated to exclude the relevant CfD Rent Area(s);
- 3.4 Upon the notification of any CfD, where the CfD Rent Multiple is greater than the Minimum Rent pursuant to paragraph 3.3(B) above, the Initial Basic Rent shall be amended as from the date of the relevant notification and for all purposes of this Lease to be the sum of:
- (1) the ROC Rent (as initially calculated pursuant to paragraph 2.2(A)), plus
  - (2) the CfD Rent payable in respect of the relevant CfD Rent Area the subject of the notification, plus
  - (3) any CfD Rent calculated previously as being payable in respect of any other CfD Rent Area, plus
  - (4) the non-ROC Rent (as recalculated pursuant to paragraph 3.3(B)(2)).

4. **Payments**

- 4.1 The Tenant shall pay the Principal Rent due in each Payment Year by two half yearly payments in arrears on the relevant Payment Dates.
- 4.2 The amounts of the Basic Rent and the Rates Supplement Benchmark shall be Index-Linked on each Review Date.
- 4.3 The amount of the Principal Rent due in any Payment Year shall be calculated as soon as reasonably practicable and the following provisions shall apply:
- (A) the Tenant shall notify the Landlord of the amount of the Rates Supplement payable in respect of the first Payment Year as soon as reasonably practicable;
  - (B) the Tenant shall notify the Landlord of the amount of the uniform business rates assessed in respect of the Premises for any subsequent Payment Year as soon as reasonably practicable;
  - (C) the Landlord shall calculate the Basic Rent and the Rates Supplement for any subsequent Payment Year and notify the Tenant of such calculation as soon as reasonably practicable.

"Payment Dates" means 30 June and 31 December and "Payment Date" shall be construed to refer to one such date as appropriate;

"Payment Year" means the first whole financial year commencing during the Term, namely the financial year commencing in April 2015, and each subsequent financial year;

"Principal Rent" means in respect of any Payment Year, the Basic Rent payable in respect of that Payment Year, plus the Rates Supplement payable in respect of that Payment Year, the whole of the Principal Rent being annexed and incident to the whole of the Premises without apportionment;

"Rates Supplement" means in respect of any Payment Year the amount by which uniform business rates assessed in respect of the Premises and payable by the occupier of the Premises falls short of the Rates Supplement Benchmark;

"Rates Supplement Benchmark" means in respect of the first Payment Year the amount of [REDACTED], and, in respect of each subsequent Payment Year, the sum calculated pursuant to the provisions of this schedule;

"Review Date" means the first day of the second Payment Year and each subsequent Payment Year;

"ROC Rent" means the amount which is the product of [REDACTED] multiplied by the ROC Rent Area;

"ROC Rent Area" means the Agreed Area minus the non-ROC Area, to be measured following Accreditation.

## 2. Calculation of Initial Basic Rent

- 2.1 Without limitation to the Tenant's obligation under clause 3.2(C), the Tenant shall use all reasonable endeavours to procure that the Development has been constructed and commissioned by 31 March 2015 so as to achieve Accreditation.
- 2.2 Upon the occurrence of Accreditation, the Tenant shall notify the Landlord as soon as reasonably practicable and:
  - (A) the Tenant shall confirm the ROC Area for the purposes of calculating the ROC Rent; and
  - (B) the Tenant shall confirm the non-ROC Area (if any) for the purpose of calculating the non-ROC Rent; and
  - (C) the Initial Basic Rent shall be the sum of the ROC Rent plus the non-ROC Rent (subject to any recalculation of the non-ROC Rent pursuant to paragraph 3).

## 3. Recalculation of non-ROC Rent following CfD Award

- 3.1 The Tenant may, at its own election, make an application(s) for a CfD at the Tenant's own cost pursuant to the CfD Regulations (as may be amended or replaced from time to time during the Term) to participate in an allocation round commenced pursuant to the CfD Regulations in respect of the non-ROC area or part thereof. The Tenant shall not, save with the express approval of the Landlord, make, nor permit the making of, an application under the CfD Regulations that relates to the ROC Rent Area.

Handwritten text, possibly a signature or a set of initials, located in the lower center of the page. The text is faint and appears to be written in a cursive or shorthand style.

## SCHEDULE 2 : RENT

### 1. Definitions

#### 1.1 In this schedule:

"Accreditation" means accreditation by Ofgem of the whole or part of the Development (as the case may be) for the purposes of the Renewables Obligation Order 2009 (as amended);

"Agreed Area" means, as the context may require, the area of a Zone or Zones as set out on the Plan, or the area of the whole of the Premises (being the aggregate of the areas of the Zones);

"Basic Rent" means, in respect of the first Payment Year, the Initial Basic Rent, and, in respect of each subsequent Payment Year, the amount payable pursuant to the provisions of this schedule;

"CfD" has the meaning given to it in the Energy Act 2013;

"CfD Price" means the final strike price set out in a CfD notification for a CfD that is applicable to the non-ROC Area or part thereof;

"CfD Regulations" means the Contracts for Difference (Allocation) Regulations 2014;

"CfD Rent", if applicable, means, in relation to each CfD Rent Area, the amount which is the product of that CfD Rent Area multiplied by the relevant CfD Rent Multiple multiplied by the associated CfD Rent Area;

"CfD Rent Area" means so much (measured in acres to two decimal places) of the non-ROC Area in respect of which a CfD is obtained;

"CfD Rent Multiple" means:

- (A) (if the applicable CfD Price is [REDACTED] or less) [REDACTED] and
- (B) (if the applicable CfD Price is greater than [REDACTED] but less than [REDACTED]) the sum of [REDACTED] per acre plus [REDACTED] for [REDACTED] by which the CfD Price exceeds [REDACTED] and [REDACTED]
- (C) (if the applicable CfD Price is [REDACTED] or more) [REDACTED]

"Initial Basic Rent" means the ROC Rent plus the non-ROC Rent, as calculated pursuant to paragraph 2;

"Minimum Rent" means [REDACTED]

"non-ROC Area" means the area (measured in acres to two decimal places) of the parts (if any) of the Premises in respect of which Accreditation is not achieved;

"non-ROC Rent", if applicable, means the amount which is the product of the Minimum Rent multiplied by the non-ROC Area;

Property (other than the Premises) and the Tenant shall make good all physical damage caused to the Landlord's Property to the Landlord's reasonable satisfaction and shall pay within 30 days of written demand reasonable compensation for any damage not made good.

## **PART 2 : EXCEPTIONS AND RESERVATIONS**

### **1. Landlord's Conducting Media**

To have access to the Premises at any reasonable times and (save in case of emergency) on reasonable prior notice, but only when accompanied by an authorised representative of the Tenant, in order to inspect the Premises or to inspect, repair, or clean any Conducting Media which serve the Landlord's Property provided that the person exercising these rights shall cause as little damage and disturbance to the Premises, the Equipment and the Development as is reasonably practicable and shall make good all physical damage caused to the Tenant's reasonable satisfaction.

### **2. Services**

To the free passage of water, soil, gas and electricity through any Conducting Media now in the Premises insofar as the same serve neighbouring land and premises, provided that the person exercising these rights shall cause as little damage and disturbance to the Premises, the Equipment and the Development as is reasonably practicable and shall make good all physical damage caused to the Tenant's reasonable satisfaction.

### **3. Light and air**

Subject to paragraph 1 of Part 1. of this Schedule 1, all rights of light and air now subsisting or which might, but for this exception, be acquired over any other land, and the right to build upon and to maintain, repair, replace and renew any other land or buildings in such manner as the Landlord may think fit.

- (C) reimburse the Landlord within 30 days of written demand a fair proportion of the costs reasonably incurred by the Landlord in inspecting, repairing, maintaining, renewing and replacing such Conducting Media.

5. **Access**

5.1 The right of way over and along the Access with or without vehicles, workmen, plant and equipment at all times to gain access to and egress from the Premises to and from a public highway on giving at least 24 hours' notice (save in the case of emergency when no notice shall be required).

5.2 The right to reasonable access over the Adjacent Area to carry out the Works, to construct, operate, inspect, clean, repair, maintain, and remove the Equipment, and to do all things necessary to produce and maintain the production of electricity on giving at least 24 hours' notice (save in the case of emergency when no notice shall be required).

6. **Works**

The right at any time during the Term to carry out the Works (and, subject always to the Tenant's obligation under clauses 3.2(C)) the Tenant shall have full discretion to determine which of the Works are necessary).

7. **Planning works**

The right to execute on the Premises and/or Adjacent Area all works necessary to implement any Necessary Consents for the Development.

8. **Security**

The right to install, operate, and maintain such security systems and fencing on the Premises as the Tenant shall reasonably require or its insurers shall require for the protection of the Equipment or for the safety of the public.

9. **Soil deposits**

The right during construction works and decommissioning works only to deposit top soil and other excavated soil on the Premises provided that:

- (A) the Tenant shall obtain the Landlord's consent to the location of such deposits (such consent not to be unreasonably withheld or delayed);
- (B) if such soil is stored in discrete heaps, subsoil shall be stored separately from topsoil;
- (C) the Tenant shall take reasonable steps to control all weeds on such soil;
- (D) the Tenant shall take reasonable steps to avoid such soil migrating into land drains.

10. **Removing Equipment**

The right at any time during and at the end of the Term (howsoever determined) to remove the whole or any parts of the Equipment, provided that the person exercising such rights shall cause as little damage and disturbance as is reasonably practicable to the Landlord's

## SCHEDULE 1 : RIGHTS AND RESERVATIONS

### PART 1 : RIGHTS GRANTED

1. **Solar irradiation**

The right to use the air space above the Premises up to a height of ten metres above ground level and the right to all light and solar irradiation which would naturally reach the Premises and the Development at the date of this Lease with no interruption or obstruction, it being acknowledged that, subject to the foregoing, the airspace above ten metres is reserved to the Landlord.

2. **Support and protection**

The right of support and protection for the Premises.

3. **Remedy Landlord's breach**

The right to enter the Adjacent Area to take such action as is necessary to remedy a breach of any of the Landlord's covenants in this Lease where the Landlord has failed to take appropriate action to remedy the position within a reasonable period of being notified in writing by the Tenant of such breach (or immediately in case of an emergency).

4. **Conducting media**

4.1 The right to lay Conducting Media along the approximate route shown for the purpose of identification on the approved plans forming part of the Planning Permission, or, with the prior written consent of the Landlord (not to be unreasonably withheld or delayed), along an alternative route within the Landlord's Property (but not in the Protected Area) and thereafter to maintain, repair, renew, replace, connect to, inspect and remove such Conducting Media and to use such Conducting Media for the free passage and running of water, electricity and telecommunications to and from the Premises provided always that the Landlord may require the Tenant by notice in writing, and at the Landlord's reasonable cost, to relocate any Conducting Media installed on or beneath the Landlord's Property to such other part of the Landlord's Property as the Landlord may designate.

4.2 Where reasonably necessary and subject to the Landlord's prior approval (not to be unreasonably withheld or delayed, but which may be withheld if the Landlord reasonably considers that the relevant Conducting Media do not have sufficient capacity to accommodate such connection, having regard to their current and anticipated use) the right to connect into Conducting Media now or at any time during the term on, over and under the Adjoining Area and to use such Conducting Media for the free passage and running of water, electricity and telecommunications to and from the Premises provided that the Tenant shall:

(A) reimburse the Landlord within 30 days of written demand of the cost of water, electricity or telecommunications (as relevant) used by the Tenant on the Premises;

(B) at its own expense install a sub-meter as soon as reasonably practicable; and

8. **Sections 24 to 28 of the 1954 Act**

Further to the Notice and the Declaration and pursuant to section 38A(1) of the 1954 Act, the Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to this Lease.

9. **Execution**

This deed is delivered by both parties on the date stated above.



circumstances the party affected by such events, circumstances or causes shall be entitled to a reasonable extension of the time for performing such obligations.

**5.10 Biodiversity**

The Landlord and the Tenant will use their joint reasonable endeavours to improve flora biodiversity within the Premises to enhance the site after construction of the Development is complete.

**5.11 Contracts Rights of Third Parties) Act 1999**

The Contracts (Rights of Third Parties) Act 1999 is excluded from this Lease.

**5.12 Termination**

On any termination of this Lease pursuant to clause 5.9 or clause 7 the Tenant will give vacant possession of the Premises (or the relevant part) to the Landlord, subject only to the provisions of clause 3.5, and any such termination shall be without prejudice to the antecedent rights of the parties.

**5.13 Section 62 of the Law of Property Act 1925**

Except as mentioned in Part 1 of Schedule 1, neither the grant of this Lease nor anything in it confers any right over any neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this Lease.

**6. Land Registry requirements**

6.1 Where this Lease and (as the case may be) any rights granted by this Lease are required to be registered at the Land Registry under the Land Registration Act 2002 the Tenant shall apply to the Land Registry for registration of this Lease and use all reasonable endeavours to procure the:

- (A) registration of this Lease; and
- (B) proper noting of all rights granted by this Lease against the titles affected by them;

6.2 The Landlord shall not send this Lease or any copy of the whole or any part of it, nor submit or allow the submission of any form, correspondence, document or application to the Land Registry which would render any information excluded from any redacted version of this Lease accepted by the Land Registry as an exempt information document open to public inspection, or otherwise breach the provisions of clause 4.5 above, without first obtaining the consent of the Tenant.

**7. Right to break the Lease**

7.1 The Tenant may determine this Lease at any time by giving the Landlord not less than 12 months' prior written notice on the expiration of which this Lease will determine provided that, if at the date of service there is any Funder which has a legal charge over this Lease in respect of which the Landlord has received notice under clause 3.3(F), this Lease shall not end unless the relevant notice has been countersigned by such Funder.

7.2 The Landlord may require the Tenant to surrender part of the Premises pursuant to the provisions set out in Schedule 3.

**5.3 Service of notices**

Unless this Lease provides otherwise all notices to be served by either party on the other pursuant to the provisions of this Lease shall be in writing and be delivered by hand or sent by recorded delivery and, in the case of notices served by the Tenant on the Landlord, to the Landlord's address as specified in clause LR3 and, in the case of notices served by the Landlord on the Tenant, addressed to the company secretary of the Tenant at its registered office for the time being, or in either case to such other person and address in the United Kingdom as may be notified in writing by the parties from time to time.

**5.4 Disputes**

Unless the parties otherwise agree or provision is otherwise made in this Lease:

- (A) if any dispute or difference arises between the parties as to the interpretation of this Lease, the rights, duties or obligations of the parties under this Lease, or as to any other matters arising out of this Lease, the same shall be referred to an arbitrator appointed in accordance with the Arbitration Act 1996 ("the arbitrator");
- (B) the arbitrator shall be appointed by agreement between the parties or in default of agreement within ten working days of a nomination by one party to the other by (at the election of the nominating party) the President for the time being of the Law Society or of the Royal Institution of Chartered Surveyors on the application of either party.

**5.5 No obligation to generate electricity**

Nothing contained in this Lease shall impose any obligation on the Tenant to generate electricity at the Premises.

**5.6 No warranty as to Permitted Use**

Nothing contained in this Lease shall imply or warrant that the Premises may (whether under statute or otherwise) be used for the Permitted Use.

**5.7 Equipment remains property of Tenant**

All Equipment and Conducting Media installed or constructed by or on behalf of the Tenant on, under or over the Premises and/or the Landlord's Property belong to the Tenant.

**5.8 Value Added Tax**

The Tenant acknowledges that the Landlord named above may elect to waive exemption in respect of any supplies it makes in respect of the Premises for VAT purposes without reference to the Tenant.

**5.9 Force majeure**

Neither party shall be in breach of this Lease, nor liable for delay in performing, or failure to perform, any of its obligations under this Lease if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such

- (C) the Wayleaves shall be on such terms as the statutory undertakers reasonably require.

#### 4.4 **Direct agreement**

The Landlord will at the Tenant's request enter into a direct agreement and/or step-in agreement with the Funder on such terms as the Funder reasonably requires and the Landlord (acting reasonably) shall approve (subject to the Tenant paying the Landlord's reasonable and proper costs in relation to such agreement, together with any irrecoverable VAT).

#### 4.5 **Confidentiality**

The Landlord shall not without the prior written approval of the Tenant disclose to any third party, except so far as may be necessary to its financial and professional advisers, or a government department, or the national audit office, or as required by court proceedings, or HM Revenue & Customs (or otherwise by law), any information which the Tenant has told the Landlord is a trade secret or confidential information relating to the Development or this Lease, including the calculation of Rent, provided that either party may disclose the rents payable under this Lease to a bona fide prospective lending institution for the purposes of security or to any bona fide prospective purchaser of the Landlord's Property.

### 5. **Agreements and declarations**

The parties agree and declare that:

#### 5.1 **Default by Tenant**

If at any time during the Term:

- (A) the Rent or any other sum payable by the Tenant is unpaid for 28 days after the date the same shall have become due, whether formally demanded or not; or
- (B) the Tenant materially breaches any of the covenants or conditions on the part of the Tenant herein contained and fails to remedy the breach within 90 days after having received written notice to do so from the Landlord;

then and in any such case the Landlord may at any time thereafter re-enter the Premises and immediately thereupon the tenancy hereby created shall absolutely determine but without prejudice to the rights and remedies of either party in respect of any antecedent breach by the other, provided that the Landlord shall not exercise any rights of forfeiture or re-entry without first serving a notice of any breach of the Tenant's obligations on the Tenant and any Funder of which the Landlord has had notice under clause 3.3(C) and affording such Funder a reasonable opportunity to remedy within a reasonable period (being not less than six months from the date of the notice) the relevant breach, non-payment or non-observance, and for the avoidance of doubt the parties acknowledge that the operation of this clause may be affected by an agreement entered into with a Funder under clause 4.4 above.

#### 5.2 **Contact**

The Tenant will provide the Landlord with the name of the Tenant's project co-ordinator during the period of any Works.

#### 4.2 Not to interfere with the Development

- (A) Not to object to or support any objection to any application for Necessary Consents made by or on behalf of the Tenant in relation to the Premises and (at the request and expense of the Tenant) take all reasonable steps to assist the Tenant to obtain planning permission for matters falling within the definition of Permitted Use on the Premises;
- (B) Not to carry out any activity or development, or plant or allow the growth of any tree or hedge or erect any building or structure on the Adjacent Area which at any time during the Term might in the reasonable opinion of the Tenant interfere with or affect the amount of solar irradiation reaching any part of the Premises;
- (C) Not to erect any building or structure on any part of the Landlord's Property under or over which any of the Tenant's Conducting Media are situate;
- (D) Not to interfere with, obstruct, or damage the Development or any Equipment on the Premises or the Landlord's Property and to remedy and make good to the reasonable satisfaction of the Tenant any obstruction, damage, or disturbance to the Development or Equipment caused or allowed by the Landlord or anyone on the Landlord's Property with the Landlord's permission;
- (E) Not to interfere with the construction, maintenance and repair of any Equipment;
- (F) Not to allow any livestock on the Landlord's Property to interfere with the Development and if reasonably requested by the Tenant to remove livestock and keep them away from the Development while the Tenant is carrying out construction, installation, maintenance, replacement, renewal, and repair works;
- (G) To comply with any Enactment relating to the Landlord's Property which may relate to the Permitted Use save insofar as they are the responsibility of the Tenant under its covenants in this Lease, provided that the Tenant shall reimburse the Landlord's reasonable costs in complying with such obligation;
- (H) Not to exercise or permit others to exercise rights on the Premises or on the Adjacent Area in such a way as to interfere with or adversely affect the rights granted to the Tenant by this Lease or the Tenant's use of the Premises.

#### 4.3 Wayleaves

The Landlord shall at the request of the Tenant grant wayleaves ("Wayleaves") over and through the Landlord's Property (excluding the Protected Area) including (but not limited to) all necessary rights for the laying, connection, use, inspection, maintenance, renewal, replacement and removal of Conducting Media to the relevant statutory undertakers ("statutory undertakers") for the connection of the Development to the electricity and telecommunications systems provided by the statutory undertakers provided that the following conditions shall apply to the grant of the Wayleaves:

- (A) the Tenant shall consult the Landlord over the route of the Wayleaves;
- (B) the Tenant shall pay the Landlord's reasonable and proper costs in relation to the grant of the Wayleaves together with any irrecoverable VAT;

and without unreasonable delay to take all necessary steps to comply with any such notice or proposal insofar as it relates to the Premises.

### 3.10 Landlord's costs

(A) To pay to the Landlord within 30 days of demand all costs, claims, demands and expenses properly incurred by the Landlord in contemplation of or in relation or as a result of:

- (1) any notice under sections 146 or 147 of the Law of Property Act 1925 and/or any proceedings pursuant to such notice (even if forfeiture is avoided otherwise than by relief granted by the court);
- (2) any breach of any obligation of the Tenant under this Lease;
- (3) any application for consent or approval under this Lease (except where consent is determined to have been unlawfully withheld);

(B) To pay to the Landlord on the date of this Lease the sum of [REDACTED] by way of a contribution towards the Landlord's costs in connection with the preparation of this Lease.

### 3.11 Incumbrances

To comply with all covenants and other matters relating to the Premises or to any of the rights granted by this Lease (and in particular those contained or referred to in the registers of the title number referred to in clause LR2.1).

### 3.12 Value Added Tax

In every case where under this Lease the Tenant is obliged to pay an amount of money, such amount shall be regarded as being exclusive of all VAT from time to time payable on it.

### 3.13 Ground maintenance/grazing

The Tenant shall give (or shall procure that any principal contractor shall give) the Landlord (or its nominee) the right of first refusal to enter into and perform any maintenance contracts on the commercial terms offered in relation to the upkeep of the ground surface (including by grazing or mowing) of the Premises from time to time during the term.

## 4. Landlord's covenants

The Landlord covenants with the Tenant:

### 4.1 Quiet enjoyment of the Premises

That the Tenant may peaceably and quietly hold and enjoy the Premises and exercise the rights granted to it during the Term without any disturbance or interruption by the Landlord or any person claiming through, under, or in trust for the Landlord.

- (B) the Tenant is not responsible to the Landlord or to anyone at the Landlord's Property with the Landlord's express or implied authority for any accident, injury, damage or loss save to the extent that such accident injury damage or loss results from the negligence of the Tenant, or anyone with the Tenant's express or implied authority or a breach of the terms of this Lease by any of those persons;
- (C) the Landlord shall be obliged to give notice to the Tenant as soon as reasonably practicable of details of such losses, damages, or expenses and shall use its reasonable endeavours to mitigate such losses, damages, or expenses;
- (D) it shall be at the option of the Tenant at any time to take over and defend in the name of the Landlord any claims for losses, damages or expenses for which the Tenant is alleged to be responsible under clause 3.6;
- (E) the Landlord shall keep the Tenant fully informed of the progress of any such claims and shall not make any admission of liability to, or agreement or compromise with, any person in relation to such claims without the prior consent of the Tenant (such consent not to be unreasonably withheld or delayed);
- (F) the Tenant shall have no liability under this Lease for economic or consequential losses (including loss of production, loss of profit, loss of profitability, loss of use, loss of contract, loss of goodwill) or for any indirect loss or damage whatsoever;
- (G) the maximum liability of the Tenant for each individual claim of the type referred to in clause 3.6 shall be £5,000,000 provided always that the Tenant shall not seek to limit its liability in respect of personal injury and/or death resulting from its negligence or the negligence of any of its officers, employees, agents and/or sub-contractors;
- (H) the Tenant shall not be liable in respect of any Environmental Damages and Liability arising out of claims by any third party or action taken by any Regulatory Authority or the costs necessarily incurred to secure compliance with Environmental Law in all cases in respect of (unless such Environmental Damages and Liability arose as a direct consequence of the Tenant's use of the Premises or exercise of its rights granted under this Lease):
  - (1) the presence of Hazardous Materials in, on, at, over, or under, the Premises or the Landlord's Property at the date of this Lease;
  - (2) those Hazardous Materials referred to in clause 3.7(H)(1) migrating from the Premises or the Landlord's Property.

### 3.8 Statutory obligations

To comply with the requirements of any and every planning permission, planning agreement, Planning Condition and Enactment and of any government department, local or other authority, or court of competent jurisdiction relating to the Tenant's use, occupation, and operation of the Premises and the Permitted Use.

### 3.9 Statutory notice

To produce to the Landlord a copy of any notice or proposal issued to the Tenant, or served upon the Premises, by any government department, local or other authority or court of competent jurisdiction, within one month of receipt and at the cost of the Tenant

- (C) To pay to the Landlord within 30 days of written demand a fair and reasonable proportion of the cost incurred by the Landlord from time to time in maintaining and repairing the Access;
- (D) Before (or as soon as reasonably practicable after) commencement of works within a Zone to construct and thereafter to maintain a stock-proof deer fence around the perimeter of that Zone;
- (E) To provide the Landlord, free of expense to the Landlord, with a full set of plans (in AutoCAD or such other format as the Landlord requires) showing the locations of any Conducting Media laid in or under the Landlord's Property by or on behalf of the Tenant.

### 3.5 Vacating the Premises at the end of the term

At the end or sooner determination of the Term:

- (A) quietly to yield up the Premises to the Landlord; and
- (B) to remove from the Premises the Equipment (including the removal of hardstandings, roadways, or tracks, if such removal is both requested by the Landlord and not in breach of any planning permission or planning agreement relating to the Development or any Planning Conditions) but excluding any Equipment insofar as situated 1200 mm or more below ground level; and
- (C) to leave any Equipment which is not removed in a safe condition free from hazardous structures and materials (if any) introduced by the Tenant during the Term and electrically safe and in respect of such hazardous structures and material (if any) in compliance with all relevant statutory obligations relating thereto; and
- (D) in a good and workmanlike manner to infill any excavations, make good any damage to hard surfaces and reinstate the ground to a state of condition, repair and appearance no worse than existing prior to the commencement of the Term;

provided that the Tenant shall not (for the avoidance of doubt) be required to reinstate any building lawfully demolished during the Term nor to recreate any hollows or ground surface irregularities lawfully infilled or levelled during the course of the Development.

### 3.6 Indemnity

Subject to clause 3.7 the Tenant shall indemnify and keep indemnified the Landlord against all losses, damages, costs, claims or expenses which the Landlord may incur as a result of any act, wrongful omission or use of the Landlord's Property, or by the neglect or default of the Tenant in connection with the use by the Tenant of the Premises or exercise of the rights granted to the Tenant in this Lease or any breach of the Tenant's obligations under this Lease.

### 3.7 Limitation of liability

The indemnity in clause 3.6 shall apply provided always that:

- (A) the Tenant shall not be liable in respect of losses, damages, or expenses attributable solely to any act or default on the part of the Landlord;

(C) **Underlettings**

The Tenant may underlet the whole or any part of the Premises on terms consistent with this Lease with the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that any underletting shall be excluded from the provisions of sections 24 to 28 (inclusive) of the 1954 Act.

(D) **Switchgear House**

The Tenant may underlet its interest in on terms consistent with this Lease, or share possession or occupation of the Switchgear House, with a third party in connection with the exportation of electricity from the Premises without the Landlord's consent provided that:

- (1) any underletting shall be excluded from the provisions of sections 24 to 28 (inclusive) of the 1954 Act (save in the case of an underletting of the substation forming part of the Switchgear House); and
- (2) any sharing of possession or occupation shall not give rise to a relationship of landlord and tenant.

(E) **Grazing**

The Tenant may share occupation of the Premises (save for the Switchgear House) by way of licence for the purpose of grazing sheep provided that:

- (1) prior notice of such sharing of occupation shall be given to the Landlord and such sharing shall not give rise to a relationship of landlord and tenant;
- (2) the Tenant shall procure that no part of the Premises shall become poached during wet weather conditions by treading as a result of such grazing;
- (3) the Tenant shall, or shall procure that the licensee shall, maintain insurance in such amount as may be acceptable to the Landlord from time to time against liability to the Landlord or any third parties for loss, injury or damage arising from the use of the Premises for grazing including any liability under the Animals Act 1971 arising from any escape of livestock.

(F) **Notice**

Within one month of any dealing with this Lease the Tenant shall give notice of it to the Landlord and produce a copy of any document evidencing or effecting that dealing.

3.4 **Repairs and condition of the Premises**

- (A) To keep the Equipment in a safe condition to the standards required by legislation, regulations and relevant regulatory authorities and to keep the Premises free from any rubbish deposited by the Tenant or anyone with the Tenant's express or implied authority;
- (B) After completion of the Works to reinstate those parts of the Premises not being used or intended to be used for the Permitted Use;



the Premises until all Necessary Consents have been obtained, and to comply with all conditions in such Necessary Consents and all other Planning Conditions;

- (C) To carry out and complete the Development in accordance with the Planning Permission and the Necessary Consents and all Planning Conditions as soon as reasonably practicable and, without limitation:
- (1) to use all reasonable endeavours to procure that all parts of the Development (other than those parts of the Development in respect of which it is apparent that Accreditation will not occur within the requisite period) have been constructed and commissioned by 31 March 2015; and
  - (2) to use all reasonable endeavours to procure that all other parts of the Development have been constructed and commissioned by 30 June 2016;
- (D) To carry out all Works in a good and workmanlike manner and in accordance with Environmental Law;
- (E) To comply with all regulations (including military by laws) and Government establishment regulations, standing orders and traffic regulations and any regulations made by the Landlord from time to time for the management of the Landlord's Property, including traffic management and loading and unloading of vehicles, and the exercise of the rights granted to the Tenant under Part 1 of Schedule 1 or regulations as to security or management of the Landlord's Property.

### 3.3 Dealings with the Premises

(A) **General prohibition on dealings**

Save as referred to below the Tenant is not entitled to assign, underlet, charge, part with possession or share occupation of the whole or any part or parts of the Premises.

(B) **Assignment and charging**

The Tenant:

- (1) may assign its interest in the whole (but not part) of the Premises with the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed);
- (2) may assign or charge the whole (but not part) of its interest in the Premises without the Landlord's consent to:
  - (a) a Group Company which is incorporated in England and Wales or Scotland; or
  - (b) a Funder which has an address for service in the United Kingdom;

provided that in the case of any assignment under clause 3.3(B) the Landlord may not require as a condition of its consent that the Tenant enters into an authorised guarantee agreement.

- 1.8 If in order to comply with any obligation in this Lease the Tenant shall require the consent of a third party, such obligation shall be deemed to be subject to the obtaining of such consent which the Tenant shall use its reasonable endeavours to obtain.
- 1.9 Any reference to the consent or approval of the Landlord or the Tenant shall be deemed to include a proviso that such consent or approval shall be in writing and may not be unreasonably withheld or delayed nor proffered subject to any unreasonable conditions.

## 2. Grant of Lease

In consideration of the Rent and the covenants by the Tenant and the conditions hereinafter contained the Landlord with full title guarantee demises the Premises unto the Tenant, subject to all matters affecting the Landlord's title to the Premises, together with the rights set out in Part 1 of Schedule 1 in common with all others having the like rights and to be exercised subject to the Landlord's security procedures and requirements from time to time in relation to access to and from the Premises and the Landlord's Property, except and reserving to the Landlord the rights specified in Part 2 of Schedule 1, to hold the same unto the Tenant for the Term, yielding and paying the Rent to the Landlord.

## 3. Tenant's covenants

The Tenant covenants with the Landlord:

### 3.1 Tenant payments

- (A) To pay the Rent from and including the date of commencement of the first Payment Year until and including the end of the Term;
- (B) To pay by way of additional rent any VAT chargeable in respect of the Rent;
- (C) To pay any other sums due under this Lease;
- (D) To pay interest at 4% above the base rate from time to time of Lloyds Bank plc (or some other clearing bank nominated by the Landlord if such base rate ceases to exist) on any sums payable by the Tenant which are more than 28 days in arrears;
- (E) To pay during the Term the whole (or, in the absence of a direct assessment on the Premises, a fair proportion properly attributable to the Premises) of all rates, water rates, taxes, assessments, charges, or other outgoings payable in respect of the Premises or any part thereof, by any estate owner, landlord, tenant, or occupier thereof other than any tax, charge, or other outgoings payable by the Landlord occasioned by any disposition of or dealing with the reversion to this Lease or the receipt of any rent, consideration or payment by the Tenant hereunder or arising due to a default of the Landlord;
- (F) To pay the Community Benefit Payment in accordance with Schedule 4.

### 3.2 Use of the Premises

- (A) Not to use the Premises otherwise than for the Permitted Use;
- (B) To apply for all Necessary Consents and to serve all notices required for the carrying out of any operations on the Premises, not to carry out any operations on

"Premises" means the land shown edged red on the Plan, subject to the exclusions referred to in paragraph 1 of Part 1 of Schedule 1 and in paragraph 1 of Part 2 of Schedule 1;

"Protected Area" means those parts of the Landlord's Property in the course of development as at the date of this Lease and any adjoining areas which together comprise the site of the Landlord's proposed Defence Technical Training College; *as shown hatched on the Plan marked No Access Areas;*

"Regulatory Authority" means the Environment Agency, a local authority, the Health and Safety Executive and any other government body, authority, inspectorate or agency (existing or to be formed) responsible for administering or enforcing any Environmental Law;

"Rent" means the Principal Rent (as defined in Schedule 2) and all other sums reserved or payable as rent under this Lease;

"Switchgear House" means the building and compound (if any) to be located on the Premises in the position indicated in the approved plans forming part of the Planning Permission;

"Term" means the contractual term specified in clause LR6;

"VAT" means value added tax or any substituted or similar tax;

"Works" means the Development and any other works on the Premises or (where permitted) on the Access or any other parts of the Landlord's Property which have been previously approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed, and which are reasonably necessary for the Development, the Permitted Use, decommissioning any part of the Development or removing any Equipment pursuant to clause 3.5;

"Zone" means any of the six separate parts of the Premises shown numbered on the Plan.

- 1.2 Any reference to an Act of Parliament shall include any modification, extension, re-enactment or replacement thereof, for the time being in force and shall also include all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.3 Where the context so requires words importing the singular shall include the plural and vice versa.
- 1.4 Any covenant on the part of the Landlord or Tenant not to do any act or thing shall be construed as a covenant not to do or permit or suffer to be done any such act or thing by their respective servants agents employees workmen and contractors.
- 1.5 If the Landlord or the Tenant comprises more than one person obligations and covenants in this Lease shall be deemed to be joint and several obligations and covenants.
- 1.6 The headings are inserted for convenience only and shall be ignored in construing this Lease.
- 1.7 Unless the context otherwise requires all references to a particular clause, sub-clause, schedule or paragraph, shall be a reference to a clause, sub-clause, schedule, or paragraph in or to this Lease.

"Index-Linked" means that a sum shall be increased annually (if at all) on the relevant Review Date by multiplying the equivalent sum payable in respect of the first whole Payment Year by the Index Multiple;

"Index Multiple" means the figure calculated to two decimal places by the following formula:

$$M = \frac{A}{B}$$

where:

"M" is the Index Multiple;

"A" is the published figure for the Index for the month of February before the relevant Review Date falls; and.

"B" is the published figure for the Index for the month of February 2015;

"Landlord's Property" means the Landlord's property and premises at MOD Lyneham, Lyneham, Chippenham, Wiltshire, part of which is registered under the title number referred to in clause LR2.1 and part of which is unregistered;

"Necessary Consents" means all consents, licences, permissions (including but not limited to the Planning Permission, any other planning permission, any planning agreement and any grid connection agreement), assessments, orders and approvals required to carry out and operate the Development;

"Notice" means the notice dated ~~30<sup>th</sup>~~ January 2015 served by the Landlord on the Tenant pursuant to section 38A(3)(a) of the 1954 Act in relation to the tenancy created by this Lease;

"Permitted Use" means the construction, installation, repair, replacement, renewal, and operation on the Premises of photovoltaic cells and the frames supporting such photovoltaic cells and such ancillary equipment as is reasonably necessary for the purpose of the generation, distribution and supply of electricity and uses ancillary or preparatory thereto including (without limitation) the Switchgear House and for any other activities reasonably related or incidental to operation of a solar park (including but not limited to managing the grassland within the Premises by grazing, mowing or other means) or to perform any of the obligations created by this Lease;

"Plan" means the plan annexed hereto;

"Planning Conditions" means any conditions attached to any planning consent granted in relation to the Development on the Premises and the Landlord's Property and any agreement and/or undertaking in respect of or affecting the Landlord's Property (whether or not also affecting other property) pursuant to section 106 of the Act and/or section 111 of the Local Government Act 1972 or any provision to similar intent and any agreement and/or undertaking of similar intent with any planning authorities;

"Planning Permission" means planning permission dated 26 November 2014 granted by Wiltshire Council under reference 14/06989/FUL;

"Enactment" means any act of parliament or any European union law regulation or directive or any other law effective in England and Wales (in each case existing and future);

"Environment" means any land or water (including without limitation water in drains and sewers) and air (including without limitation air within buildings and other natural or manmade structures above or below ground);

"Environmental Damages and Liability" means all costs, claims, damages, losses, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, defence of and settling any claim pursuant to Environmental Law including without limitation professional fees, disbursements and consultants' fees;

"Environmental Law" all laws (whether statutory or common law and whether civil, criminal or administrative and, without prejudice to the generality of the forgoing, whether arising in contract or nuisance or under the rule in *Rylands v. Fletcher*), directives, byelaws, regulations, codes of practice, circulars and guidance issued by any Regulatory Authority (whether in the UK or elsewhere and whether or not having the force of law) and all orders of any Regulatory Authority concerning the Environment or emissions, discharges, releases or presence of Hazardous Materials into the Environment or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling or presence of Hazardous Materials or the clean-up or other remediation, or the health and safety of any persons thereof from time to time in force in the United Kingdom;

"Funder" means any bona fide bank, funder or financial institution providing funding to the Development or the Tenant;

"Group" means, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (and for this purpose "subsidiary" and "holding company" have the meanings given in section 1159 and schedule 6 of the Companies Act 2006);

"Group Company" means in relation to a company, any member of its Group;

"Hazardous Materials" means any substances or organisms which alone or in combination with others is capable of causing harm or damage to property or to man or to other organisms or any waste material or waste substance;

"Index" means the Index of Retail Prices (All Items) published by the Office for National Statistics (or such other body on whom the duty for preparation and publication of the Index shall devolve) provided that if the Index ceases to be published or if there is any material change in its method of compilation then a new arrangement for indexation (the "revised indexation") will be substituted for the purpose of the calculations in this Lease by which the Basic Rent is to be revised on the Review Dates (or any other amount is to be Index-Linked), such substituted new arrangement to achieve as nearly as practicable the result that would have been obtained had it been possible to calculate the Basic Rent at each Review Date to reflect increases in the cost of living on a similar basis to that set out in schedule 2, assuming that since the date of this Lease the Index has been unaffected by any material change in the methodology for its compilation, its reference base or the items measure by it, and provided that if the Landlord and the Tenant are unable to agree a substituted new arrangement as the basis for the revised indexation then either of them may at any time request the revised indexation to be determined in the manner (*mutatis mutandis*) set out in paragraphs 5.1 to 5.3 of schedule 2;

**THIS LEASE** is dated on the date set out in clause LR1 and made

**BETWEEN:**

- (1) the Landlord; and
- (2) the Tenant.

**THIS DEED WITNESSES AS FOLLOWS:**

1. **Definitions and interpretation**

1.1 In this Lease:

"1954 Act" means the Landlord and Tenant Act 1954.

"Access" means the vehicle entrance to the Landlord's Property from the A3102 (Calne Road) near Goatacre (or such alternate entrance as the Landlord may from time to time designate) and such roadways leading therefrom to the Premises as the Landlord may from time to time designate;

"Adjacent Area" means the part of the Landlord's Property shown <sup>hatched</sup> coloured blue on the Plan; <sup>marked Adjacent Land Plan;</sup>

"the Act" means the Town and Country Planning Act 1990 as amended and any act for the time being in force amending or replacing the same and all regulations and orders made thereunder and any other legislation relating to town and country planning in force from time to time;

"Conducting Media" means any wire, cable, tube, pipe, conductor, or other similar thing (including its casing or coating or protective tile) placed on, above, or in the ground for transmitting and/or distributing electricity together with marker tape and junction boxes and other ancillary equipment and any drains, pipes, fibre optic cables and other conduits and any posts, pylons, poles, supports, substations and other ancillary apparatus;

"Declaration" means the statutory declaration made in accordance with section 38A(3)(b) of the 1954 Act on 30<sup>th</sup> January 2015 by [REDACTED] who was duly authorised by the Tenant to do so acknowledging service of the Notice before the grant of this Lease;

"Development" means the solar farm development to be constructed and operated on substantially the whole of the Premises by the Tenant in accordance with the Planning Permission with a view to the commercial generation of electricity;

"Equipment" means all plant and equipment used or to be used by the Tenant in connection with the Permitted Use as are at the date hereof or shall during the term be installed on, over, under or through the Premises and the Landlord's Property including without prejudice to the generality of the foregoing Conducting Media, frames supporting photovoltaic cells and the cells themselves, the transformer buildings and control buildings comprising the Switchgear House and security fencing surrounding all or any part of the Premises;

<i>this lease which contains the provisions.</i>	
<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>Refer to Part 1 of Schedule 1.</p>
	<p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>Refer to Part 2 of Schedule 1.</p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	None.
<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	Not applicable.
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	Not applicable.

<p>LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p>	<p><b>under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</b></p> <p>None.</p>
<p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b></p> <p>Not applicable.</p>
<p><b>LR6. Term for which the Property is leased</b></p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including 19 January 2015.</p> <p>To and including 31 December 2046.</p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium inclusive of any VAT where payable.</i></p>	<p>None.</p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b></p> <p>None.</p>
	<p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>Refer to clause 7.2 and Schedule 3.</p>
	<p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>Refer to clause 7.2 and Schedule 3.</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property.</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in</i></p>	<p>None.</p>



<b>LR1. Date of lease</b>	<p style="text-align: right;">2015</p> <p style="text-align: center; font-size: 1.2em;">11<sup>th</sup> February</p>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>  WT115774 (as to part).
	<b>LR2.2 Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>  None.
<b>LR3. Parties to this lease</b>  <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.</i>	<b>Landlord</b>  <b>The Secretary of State for Defence</b> , care of Defence Infrastructure Organisation, Building 84, Lowa Road, Tidworth, Wiltshire SP9 7BT.
	<b>Tenant</b>  <b>Bradenstoke Solar Park Limited</b> , registered in England and Wales as company number 9296507 and having its registered office at Higher Hill Farm, Butleigh Hill, Butleigh, Glastonbury, Somerset BA6 8TW.
	<b>Other parties</b>  <i>Specify capacity of each party, for example "Management Company", etc</i>  None.
<b>LR4. Property</b>  <i>Insert a full description of the land being leased</i>  Or  <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i>  <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b>  Land at MOD Lyneham, Lyneham, Chippenham, Wiltshire SN15 4PZ, referred to in this Lease as " <u>the Premises</u> " and more particularly described in clause 1.
<b>LR5. Prescribed statements etc.</b>  <i>If this lease includes a statement falling within</i>	<b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases</b>

2.	Calculation of Initial Basic Rent .....	23
3.	Recalculation of non-ROC Rent following CfD Award .....	23
4.	Payments .....	24
5.	Disputes .....	25
SCHEDULE 3 : LIFT AND SHIFT .....		26
1.	Interpretation .....	26
2.	Notification .....	27
3.	Surrender Notice .....	27
4.	Rent .....	28
5.	Costs and compensation for disturbance .....	28
6.	Completion of Surrender .....	29
7.	Title .....	30
SCHEDULE 4 : COMMUNITY BENEFIT PAYMENT .....		31
1.	Interpretation .....	31
2.	Payment .....	32
3.	Approved Community Purposes .....	32
4.	Right to Capitalise .....	32

## CONTENTS

1.	Definitions and interpretation.....	4
2.	Grant of Lease .....	8
3.	Tenant's covenants .....	8
4.	Landlord's covenants .....	13
5.	Agreements and declarations.....	15
6.	Land Registry requirements .....	17
7.	Right to break the Lease .....	17
8.	Sections 24 to 28 of the 1954 Act.....	18
9.	Execution .....	18
	SCHEDULE 1 : RIGHTS AND RESERVATIONS .....	19
	PART 1 : RIGHTS GRANTED .....	19
1.	Solar irradiation.....	19
2.	Support and protection.....	19
3.	Remedy Landlord's breach .....	19
4.	Conducting media .....	19
5.	Access .....	20
6.	Works.....	20
7.	Planning works.....	20
8.	Security.....	20
9.	Soil deposits.....	20
10.	Removing Equipment.....	20
	PART 2 : EXCEPTIONS AND RESERVATIONS.....	21
1.	Landlord's Conducting Media.....	21
2.	Services .....	21
3.	Light and air .....	21
	SCHEDULE 2 : RENT .....	22
1.	Definitions .....	22

Dated: 11<sup>th</sup> February 2015  
REAL ESTATE/013078-00224/IGM/IGM  
L\_LIVE\_EMEA1:24733941v6

## Lease

between

Secretary of State for Defence  
as Landlord

and

Bradenstoke Solar Park Limited  
as Tenant

relating to

Land at MOD Lyneham,  
Lyneham, Chippenham, Wiltshire SN15 4PZ

**Simmons & Simmons**

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom  
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12